

**PUBLIC REVIEW DRAFT, MAY 31, 2007**



**SIERRA NEVADA**  
CONSERVANCY

**SIERRA NEVADA CONSERVANCY PROPOSITION 84  
GRANTS PROGRAM**

**FUNDED BY**

**Safe Drinking Water, Water Quality and Supply, Flood Control, River  
and Coastal Protection Bond Act of 2006**

**PROPOSITION 84**

**SAMPLE GRANT CONTRACTS**

*The Sierra Nevada Conservancy initiates, encourages, and supports efforts  
that improve the environmental, economic and social well-being of the  
Sierra Nevada Region, its communities and the citizens of California.*

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## **I. Grant Contracts Process Overview**

Once the Sierra Nevada Conservancy (SNC) authorizes a Proposition 84 grant, a contract for the grant amount will be entered into between the SNC and the grantee. SNC will prepare the contract, which will then be signed by the grantee and returned to SNC for approval.

### **A. Sample Grant Contracts**

This document includes sample contracts for all project types covered by both the SNC's Competitive Grants and Strategic Opportunity Grants (SOGs). It is being provided at this time for applicants who desire as much information about requirements as possible in the event that they are awarded grants.

The grant contracts will include a detailed description of the property to be acquired, and/or the scope of work to be accomplished. They will also include standard State contract language and a Payee Data Record (Std. 204). Contract provisions cover topics such as advances, payments, and accounting and audit requirements.

The example contracts are provided to highlight particular contract provisions, and are not intended to substitute for the contract itself; each contract will have unique characteristics pertinent to an individual project.

## **II. SNC Sample Acquisition Grant Contract**

The following sample contract applies to acquisition projects for both Competitive Grants and Category 1 SOGs.

AGREEMENT NUMBER

**SNC** \_\_\_\_\_

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**SIERRA NEVADA CONSERVANCY**

CONTRACTOR'S NAME

**GRANTEE**

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \$ \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work \_\_\_\_\_ page(s)

Exhibit B – Budget Detail and Payment Provisions \_\_\_\_\_ page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) \_\_\_\_\_ page(s)

Exhibit - D\* Special Terms and Conditions \_\_\_\_\_

Exhibit E – Additional Provisions None

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**GRANTEE**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

**SIERRA NEVADA CONSERVANCY**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**JIM BRANHAM, EXECUTIVE OFFICER**

ADDRESS

**11521 BLOCKER DRIVE, SUITE 205, AUBURN, CA 95603**

**California Department of General  
Services Use Only**

☐ Exempt SCM 4.04 & 5.80

## 1. Scope of Agreement

- a) The Sierra Nevada Conservancy (hereafter called the "SNC") hereby grants to \_\_\_\_\_ (hereafter called the "Grantee") a sum not to exceed \_\_\_\_\_ **Dollars** (\_\_\_\_\$), subject to the terms and conditions of this Agreement. These funds shall be used to acquire that certain real property or an interest therein necessary for the \_\_\_\_\_ Project described in (d) below, located in the County of \_\_\_\_\_, State of California, more particularly described in the attached Exhibit E (hereafter the "Property").
- b) Any changes in the parcels or interests to be acquired must be consistent with the purposes of this grant and must be submitted in writing to the Executive Officer of the SNC ("the Executive Officer") for review and written approval prior to commencement of acquisition activities.
- c) Grantee agrees to complete acquisition of the Property in accordance with the dates set forth in the Project Schedule described in Exhibit C. For good cause shown, said dates may be extended by the Executive Officer upon written request by the Grantee. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Project Budget set forth in Exhibit C. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items without approval by the Executive Officer; however, the Grantee shall notify the SNC in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of a budget item must be approved in writing by the Executive Officer. The total amount of the grant may not be increased except by formal amendment of this Agreement.
- d) The Grantee agrees that the interests in property acquired under this Agreement shall be used by the Grantee only for the purpose of \_\_\_\_\_, as more particularly described in the SNC Staff Recommendation of \_\_\_\_\_, which is attached hereto as Exhibit A (the "Project"), and that no other use, sale or disposition of the Property that is inconsistent with the purposes of this Agreement shall be permitted, except as authorized by the SNC's governing board. The deed or other instrument of conveyance by which Grantee acquires the Property shall reflect this restriction and shall set forth, as an express condition subsequent or executory limitation upon the title to be vested in Grantee, the right of the SNC or its designee to enter and take title to the Property in the event that an essential term or condition of this Agreement is violated (as specified in the section titled "Conditions," below). The Grantee agrees to operate and maintain the Property for purposes of the Project, as detailed in the "Operation and Maintenance" section of this Agreement.

## 2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, SNC's Staff Recommendation;
- (b) Exhibit B, the SNC Board resolution of \_\_\_\_\_
- (c) Exhibit C, Project Schedule and Budget;
- (d) Exhibit D, Grantee's List of Assurances;
- (e) Exhibit E, Information Form for Land Acquisition;
- (f) Exhibit F, Model Deed Language;
- (g) Exhibit G, Request for Payment form;
- (h) Exhibit H, Description of Eligible Costs;
- (i) Exhibit I, Long-Term Management Plan; and
- (j) Exhibit J, Payee Data Form, STD - 204.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following declining order: (1) SNC Resolution; (2) the body of the Agreement; (3) the detailed description of the Property; (4) the Model Deed language; (5) the SNC Staff Recommendation; (6) the Grantee's List of Assurances; (7) the Description of Eligible Costs; and (8) the Sample Request for Payment form.

## 3. Conditions

- a) Payment of any and all funds under this Agreement is subject to the following conditions:
  - 1. Grantee shall submit all title and acquisition documents pertaining to the acquisition, including appraisals, preliminary (title) reports, agreements for purchase and sale, escrow instructions, and instruments of conveyance such as deeds, to the SNC's Executive Officer for review and approval prior to acquisition.
  - 2. The funding provided under this Agreement for the purchase price of any interest in property may not exceed fair market value as established by an appraisal and as approved by the Executive Officer in writing, and in any event shall not exceed the amount set forth in the section titled "Scope of Agreement" above.
  - 3. The interest(s) in property acquired pursuant to this Agreement may not be used as security for any debt without the prior written approval of the Executive Officer.
  - 4. The Grantee shall not transfer any interest(s) in property acquired pursuant to this Agreement unless a new agreement sufficient to protect the interest of the

people of the State of California has been entered into with the transferee and approved by the SNC's Board.

5. If any essential term or condition of this Agreement is violated, the SNC shall give Grantee written notice of default and thirty (30) days to cure the default. If Grantee fails to cure the default, the SNC shall record the notice of default with the appropriate entities. Title to all the interest(s) in real property acquired under this Agreement shall vest in the State of California, or in another public agency or a nonprofit organization designated by the SNC, upon review and approval by the SNC Board. Other State approvals may also be required. Vesting of title in the State of California or other eligible entity shall take place thirty (30) days after the SNC's recordation of a notice that Grantee has defaulted under one or more of the essential terms of this agreement and all required State approvals have been obtained, unless before the expiration of said thirty (30)-day period the SNC records notice that said default has been cured. For purposes of this paragraph, the "essential terms and conditions" shall consist of conditions (3) and (4) above, and the requirements of the "Operation and Maintenance" and "Assignability" sections of this Agreement. The Grantee shall use the language contained in Exhibit F in all deeds where an interest in real property is acquired pursuant to this Agreement.

#### 4. Costs and Payments

- a. Upon satisfaction of conditions (1) and (2) in the "CONDITIONS" section above, the SNC agrees to disburse on behalf of Grantee a total amount not to exceed \_\_\_\_\_ **Dollars** ( \_\_\_\_\_ \$), in the manner provided below.
- b. Subject to the conditions of this Agreement, the full amount payable by SNC toward the purchase of the Property, including title costs and escrow fees, and other eligible costs listed in Exhibit H, will at Grantee's request be paid by SNC directly to Grantee or into an escrow account established for such acquisition upon approval of the purchase and sale agreements, escrow instructions and documents of title by the Executive Officer and submittal of a "Request for Payment" form, as shown in Exhibit G, by the Grantee. Due to appropriation limitations, all invoices must be submitted on or before \_\_\_\_\_.
- c. For Project costs other than those paid as provided in (b) above, including costs of surveys, site inspections, preparation of appraisals, etc., payment shall be made upon completion of the services or products for which expenses are incurred and which were previously approved by the Executive Officer. The Grantee shall request payment not more often than monthly by filing with the SNC a fully executed "Request for Payment" form, as shown in Exhibit G.

- (d) Each Request for Payment form shall be accompanied by a cover letter on Grantee's official letterhead; an itemized description of all work done for which payment is requested; and any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project funded under this Agreement.
- (e) Failure to submit a completed Request for Payment form, with all necessary supporting documents, shall relieve the SNC of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected. Due to appropriation time limits, all Requests for Payment must be submitted on or before \_\_\_\_\_.
- (f) The SNC will make best efforts to forward each complete and approved Request for Payment to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the SNC.

#### 5. Term of Agreement

This Agreement shall take effect upon the SNC's receipt of one or more original completed copies signed by the authorized representatives of both parties and the SNC's accounting officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement.

- a) Prior to Grantee's entering into a binding agreement to purchase the Property, either party may terminate this Agreement for any reason by providing the other party with sixty (60) days' notice in writing.
- b) In the event of early termination by the SNC under the immediately preceding sub-paragraph, the Grantee agrees to take all reasonable measures to prevent further costs to the SNC under this Agreement, and the SNC shall be responsible for any reasonable and noncancelable (binding) obligation incurred by the Grantee in the performance of this Agreement until the date of the notice to terminate but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

#### 6. Operation and Maintenance

- (a) The Grantee agrees to maintain the Property for the purposes of the Project in perpetuity, as described in the Long-Term Management Plan in Exhibit I. The Grantee agrees to assume all management, operations and maintenance costs of the future Project, and the SNC and the State of California shall not be liable for any cost of such operation and maintenance.

- (b) Except as expressly stated herein, this section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

## 7. Liability

- a) The Grantee shall be responsible for, indemnify, and save harmless the SNC and its members, officers, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence, or failure of any project which utilizes the Property, except to the extent of, and in direct proportion to, the active negligence of the SNC, its member(s), officer(s), agent(s) or employee(s) which arises other than from (1) a failure by SNC to warn of hazards based upon its review or inspection of the Project plans, designs, specifications, or site(s) and/or (2) the omission by SNC to review or inspect said plans, designs, specifications, or site(s).
- b) The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from SNC to Grantee and is not an "agreement" as that term is defined in Government Code Section 895. Accordingly, it is acknowledged that Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6.
- c) The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the SNC's active negligence and, in the case of joint negligence, is in direct proportion to the SNC's share of fault.
- d) SNC assumes no responsibility for assuring the safety of any site improvements constructed on the Property and of the Property itself. The SNC's rights under this Agreement to review, inspect or approve the Final Plans and Project improvements and/or the exercise of such rights shall not give rise to any warranty or representation that the Final Plans and Project improvements or Project Site(s) are free from defects or hazards.

## 8. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the Project. The accounts, documents, and records relating to the Project shall be retained by the Grantee for three years following the date of final reimbursement by the SNC under the paragraph titled "Costs and Payments" above,

and shall be subject to examination and audit by the SNC and by the California Auditor General during that period. The Grantee may use any generally accepted accounting system.

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the Project.

The Grantee shall establish separate accounting records for receipt, deposit, and payment of all project funds, including interest. Interest on funds paid in advance to escrow accounts shall be used for the purpose of the Project, as approved by the SNC. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documents shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee shall promptly report to the SNC the application for or the receipt of any new funds for this Project from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

The SNC and the State of California reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the State may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

#### 9. Nondiscrimination Clause

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free

of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

#### 10. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of SNC or the State of California.

#### 11. Assignability

Without the written consent of the State, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

#### 12. Time of the Essence

Time is of the essence of this Agreement.

#### 13. Amendments

Unless otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

#### 14. Project Coordinators

\_\_\_\_\_ (or such other person(s) as the Executive Officer may designate from time to time) is designated the SNC's Project Coordinator for this grant. The Grantee Officer, or employee with responsibility for administering this agreement, is \_\_\_\_\_, or successor.

#### 15. SNC Approvals

All actions and approvals required to be taken by the SNC under this Agreement may be taken by the Executive Officer or designee.

16. Resolution

The signature of the Executive Officer or other designated SNC official on this Agreement certifies that at its \_\_\_\_\_, meeting, the SNC approved a grant of \_\_\_\_\_ **Dollars (\$)**, to the Grantee for the implementation of the project described in the attached SNC Staff Recommendation (Exhibit A).

17. Section Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

18. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

19. Waiver

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall *not* be construed as a waiver of any subsequent breach.

20. Entire Agreement

This Agreement, and the attached Exhibits, constitutes the entire contract between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

## EXHIBIT C

\_\_\_\_\_ Acquisition

### Estimated Property Acquisition Schedule

<b>Deliverables</b>	<b>Estimated Completion Date</b>
Finalize Acquisition Needs	
Request Prelim Titles and Appraisals	
SNC Approve Prelim Title Reports and Appraisals	
Negotiations and Agreement of Sales	
SNC Approval of Instruments of Conveyance, Escrow Instructions, and Purchase Agreements	
Close of Escrow	

### Estimated Acquisition Budget

<b>Budget Category</b>	<b>Amount</b>
Acquisition Cost	
Escrow Costs	
Contingency (not to exceed 10 percent)	
<b>Acquisition Total</b>	

## EXHIBIT D

### List of Assurances

(For Acquisition Agreements)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with SNC regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of SNC funds for this Project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds and to finance and construct the proposed facilities; that, where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will manage the Project to ensure its completion according to the Project Schedule.
3. It will obtain sufficient funds to complete the Project, over and above the portion borne by the SNC and, when the Project is completed, to assure the effective operation and maintenance of the facility for the purposes of the SNC grant.
4. It will notify the SNC's Executive Officer if funds are obtained for Project site improvements from any source other than the SNC, and, when plans and specifications for such site improvements are prepared, shall submit such plans and specifications to the SNC's Executive Officer for review.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as permitted by the SNC in writing.
6. It will give the SNC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons, businesses, farms or non-profit organizations.
8. It will comply with the applicable requirements of the California Environmental Quality Act.

## EXHIBIT E

Information Form for Land Acquisition for Proposition 84 Projects  
(Use one form for each parcel.)

Project Title: \_\_\_\_\_ Acquisition Project

1. County property is located in: \_\_\_\_\_
2. Property Address: \_\_\_\_\_
3. Assessor Parcel Number: \_\_\_\_\_
4. Size of Parcel: \_\_\_\_\_
5. Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. a. Assessed Value: Land \$ \_\_\_\_\_ Improvements \$ \_\_\_\_\_  
b. Approximate % of parcel being acquired:  
\_\_\_\_\_  
c. Current fair market value of portion of parcel needed:  
(circle one: fee      easement )
7. Existing improvements, if any:
8. Reason for acquisition:

## EXHIBIT F

### Model Deed Language

SUBJECT to a right of entry by the STATE OF CALIFORNIA ("State") in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. \_\_\_\_\_ entered into between State, acting by and through the SNC and \_\_\_\_\_ (jurisdiction) on \_\_\_\_\_, 200\_\_, is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of \_\_\_\_\_ (jurisdiction) under said agreement, and shall have the effect of vesting full title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070 and shall be construed in accordance with said provisions (or successor statutes).

## EXHIBIT G

**Exhibit G**  
**Sierra Nevada Conservancy**  
**REQUEST FOR PAYMENT**  
**Proposition 84 State Grant Programs**

***See instructions on reverse.***

1. PROJECT TITLE		2. AGREEMENT NUMBER	
3. GRANTEE			
4. INVOICE NUMBER			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
<b>6. PAYMENT INFORMATION</b> <i>(Round all figures to the nearest dollar)</i>			
a. Grant Amount		\$ _____	
b. Funds Requested To Date		\$ _____	
c. Available (a. minus b.)		\$ _____	
d. Amount Of This Request		\$ _____	
e. Remaining Funds After This Payment (c. minus d.)		\$ _____	
<b>7. SEND WARRANT TO:</b>			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
ATTENTION		TELEPHONE NUMBER	
<small>8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.</small>			
SIGNATURE OF AUTHORIZED PERSON		TITLE	DATE
▶			
<b>P FOR SIERRA NEVADA CONSERVANCY USE ONLY</b>			
PAYMENT APPROVAL SIGNATURE			DATE
▶			

The following instructions are keyed to corresponding items on the Request for Payment Form:

1. **PROJECT TITLE** — The name assigned by the State to this project.
2. **AGREEMENT NUMBER** — The number assigned by the State to this project.
3. **GRANTEE** — Name as shown on the project agreement.
4. **INVOICE NUMBER** — Number of invoice accompanying request for payment. This will be filled in by the SNC.
5. **TYPE OF PAYMENT** — Check appropriate box.
6. **PAYMENT INFORMATION**
  - (a) **Grant Amount** — The total amount of State grant funds assigned to this project.
  - (b) **Funds Requested to Date** — Total amount already requested for this project.
  - (c) **Available** — (a. minus b.)
  - (d) **Amount of This Payment Request** — Amount that is being requested at this time.
  - (e) **Remaining Funds After This Payment** — (c. minus d.)
7. **SEND WARRANT TO** — Agency name, address, contact person, and phone number where check should be sent.
8. **SIGNATURE OF AUTHORIZED PERSON** — Must be an original signature by the authorized person in the application resolution.

(Back)

## EXHIBIT H

### Eligible Costs for the SNC Proposition 84 Acquisition Grants

The SNC will fund up to 100% of eligible project costs for acquisition of interests in land directly or substantially related to the protection or restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources.

For acquisition grants, eligible acquisition costs are limited to the current fair market value of the interest(s) being acquired less the amount of any other funds being applied to the purchase price. Eligible acquisition costs also include related escrow, title, and other closing costs, including document preparation and review, and project administration costs, including negotiation, surveying and related transaction expenses. The maximum allowable amount for administrative costs directly related to the project shall not exceed Ten Thousand Dollars (\$10,000.00).

Funds from Proposition 84 may only be used for acquisition of property from willing sellers.

## EXHIBIT J

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.																																
2	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print)  <table border="1"><tr><td><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td><td><b>E-MAIL ADDRESS</b></td></tr><tr><td><b>MAILING ADDRESS</b></td><td><b>BUSINESS ADDRESS</b></td></tr><tr><td><b>CITY, STATE, ZIP CODE</b></td><td><b>CITY, STATE, ZIP CODE</b></td></tr></table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>	<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>																								
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3	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <table border="0"><tr><td><input type="checkbox"/> <b>PARTNERSHIP</b></td><td><input type="checkbox"/> <b>CORPORATION:</b></td></tr><tr><td><input type="checkbox"/> <b>ESTATE OR TRUST</b></td><td><input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)</td></tr><tr><td></td><td><input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)</td></tr><tr><td></td><td><input type="checkbox"/> <b>EXEMPT</b> (nonprofit)</td></tr><tr><td></td><td><input type="checkbox"/> <b>ALL OTHERS</b></td></tr></table> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr></table> <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>					-							<input type="checkbox"/> <b>PARTNERSHIP</b>	<input type="checkbox"/> <b>CORPORATION:</b>	<input type="checkbox"/> <b>ESTATE OR TRUST</b>	<input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)		<input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)		<input type="checkbox"/> <b>EXEMPT</b> (nonprofit)		<input type="checkbox"/> <b>ALL OTHERS</b>					-						<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
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4	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.																																
5	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct.</b> <b>Should my residency status change, I will promptly notify the State agency below.</b> <table border="1"><tr><td><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td><td><b>TITLE</b></td></tr><tr><td><b>SIGNATURE</b></td><td><b>DATE</b></td></tr><tr><td></td><td><b>TELEPHONE</b> ( )</td></tr></table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>		<b>TELEPHONE</b> ( )																								
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6	<b>Please return completed form to:</b>  <b>Department/Office:</b> _____ <b>Unit/Section:</b> _____ <b>Mailing Address:</b> _____ <b>City/State/Zip:</b> _____ <b>Telephone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>E-mail Address:</b> _____																																

### **III. SNC Sample Site Improvement/Restoration Grant Contract**

The following sample site improvement/restoration grant contract applies to both Competitive Grants and Category 1 SOGs.

SAMPLE

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**SNC**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

SIERRA NEVADA CONSERVANCY

CONTRACTOR'S NAME

GRANTEE

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

\_\_ page(s)

Exhibit B – Budget Detail and Payment Provisions

\_\_ page(s)

Exhibit C\* – General Terms and Conditions

GTC 307

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

\_\_ page(s)

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

None

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

SIERRA NEVADA CONSERVANCY

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JIM BRANHAM, EXECUTIVE OFFICER

ADDRESS

11521 BLOCKER DRIVE, SUITE 205, AUBURN, CA 95603

*California Department of General  
Services Use Only*

☐ Exempt per: SCM 4.04 & 5.80

## 1. Scope of Agreement

The Sierra Nevada Conservancy (hereinafter "SNC") hereby grants to \_\_\_\_\_ a sum not to exceed \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_), subject to the terms and conditions set forth below. These funds shall be used for the \_\_\_\_\_ Project (hereinafter "the Project"), as further described in the SNC staff recommendation of the same date as the above resolution and attached hereto as Exhibit A.

The Grantee hereby agrees to complete the Projects in accordance with:

- I. The terms and conditions of this Agreement;
- II. The Project Schedule as set forth in Exhibit C; and
- III. The Final Project Plans and Specifications approved by the Executive Officer of the SNC ("the Executive Officer") pursuant to the paragraph titled "Final Project Plans and Specifications" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project.

## 2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, SNC Staff Recommendation;
- (b) Exhibit B, the SNC Board resolution of; \_\_\_\_\_
- (c) Exhibit C, the Project Schedule and Budget;
- (d) Exhibit D, Grantee's List of Assurances;
- (e) Exhibit E, Request for Payment Form;
- (f) Exhibit F, Mandatory Insurance Provision;
- (g) Exhibit G, Drug-Free Workplace Certification Form, STD-21;
- (h) Exhibit H, Upon approval by the Executive Officer, the Final Project Plans and Specifications (as set forth below);
- (i) Exhibit I, Description of Eligible Costs;
- (j) Exhibit J, Long-Term Management Plan; and
- (k) Exhibit K, Payee Data Record, STD-204.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following declining order: (1) SNC Resolution; (2) the body of the Agreement; (3) the Final Project Plans and Specifications approved by the Executive Officer; (4) the Project Schedule; (5) the Operation and Maintenance Guidelines; (6) SNC Staff Recommendation; (7) Grantee's

List of Assurances; (8) the Description of Eligible Costs; (9) the Mandatory Insurance Provision; (10) the model Request for Payment Form; and (11) the Drug-free Workplace Certification.

### 3. Project Plans and Specifications

Within the time periods shown in the Project Schedule in Exhibit C, the Grantee agrees to consult with SNC and other appropriate agencies with respect to the design of each Project prior to preparation of preliminary plans, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Officer for review and approval. Said approvals (a) shall be by way of a written determination that said items are consistent with this Agreement and (b) shall be a precondition of Grantee's (i) advertising for construction bids and (ii) undertaking construction where no contractors are to be hired.

The Final Project Plans and Specifications (hereinafter "the Final Plans") for each Project shall include:

- a. construction plans and specifications which have been certified by a licensed engineer or approved by appropriate local authorities;
- b. a detailed budget for the Project which shall include the estimate of the engineer or other official listed under subdivision (a) above for constructing the Project based on the Final Plans ("engineer's estimate"), plus design and administrative costs and any other related expenditures (hereinafter "the Project Budget"). If funds other than SNC grant funds are to be applied to the Project, the estimate shall indicate how the funds from the various funding sources will be allocated to the listed costs. If the Final Plans differ substantially from either the estimated budget or the conceptual plans in Exhibit A, or the preliminary plans, a written explanation of the reasons for such differences shall accompany the Final Plans;
- c. a revised Project Schedule if different from that in Exhibit C; and
- d. any other items not listed above which are contained in the final bid package.

If substantial changes to the approved Final Plans become necessary, Grantee shall submit any proposed changes to the Executive Officer for review and written approval prior to entering into agreements with contractors or directly undertaking construction.

### 4. Other Contractors

Nothing in the contract documents shall create any contractual relationship between any third party contractor and the SNC.

## 5. Conditions Precedent to Construction and/or Payment

In addition to any other conditions contained hereinabove, no construction of an individual project or other on-site work shall be undertaken until written evidence has been provided to the SNC that:

- a) Each contractor has furnished a performance bond in favor of the Grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value.
- b) All permits and approvals necessary to begin construction under applicable local, State and Federal laws and regulations have been obtained;
- c) Grantee has complied with the requirements set forth in the paragraph titled "Insurance," below; and
- d) The Grantee has obtained ownership or sufficient control of the Project site to ensure implementation and maintenance of the Project.

If, following the request for contractor bids, the Project budget does not accurately reflect the allocation of itemized Project costs, the Grantee shall submit, for written approval by the Executive Officer, a revised Project Budget. No funds shall be disbursed until the revised budget has been approved.

## 6. Notifications

As early as possible prior to the commencement of construction of Project improvements, Grantee shall notify the SNC of the construction start-up date.

## 7. Final Report

Upon completion of each individual Project, Grantee shall supply the SNC with evidence of such completion by submitting a final report which includes:

- a) A notice of completion or inspection report approved by the Grantee's appropriate local authority or a State inspector certifying completion of the Project according to the approved Final Plans;
- b) "As built" drawings of any substantial improvements erected on the Project site(s);
- c) Photographs (prints and slides) of the completed Project site(s), with labels or annotations showing dates of photographs and briefly describing the subject of each picture; and

- d) Any monitoring data collected to date and an analysis of the significance of this data in regard to the effectiveness of the site improvements in protecting or restoring rivers, lakes and streams, their watersheds and associated land, water, and other natural resources.

#### 8. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the individual Project Budget approved by the SNC for each individual project. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items without approval by the Executive Officer; however, the Grantee shall notify the SNC in writing at the time of making any such reallocation and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Officer. The total amount of the grant may not be increased except by formal amendment of this Agreement.

#### 9. Costs and Payments

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Payment" above, the SNC agrees to disburse to the Grantee, in accordance with the Project Budget approved by the SNC (or in accordance with Exhibit A, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_). To meet appropriation time limits and monitoring requirements, the final invoice for construction and monitoring must be submitted on or before \_\_\_\_\_.

With the exception of advances of grant funds as provided for below, payments of grant funds shall be made incrementally, as separate components of the Project are satisfactorily completed, and shall be on the basis of costs incurred, less ten percent (10%) to be withheld from all invoiced amounts (including amounts previously advanced) other than amounts actually paid to Grantee's construction contractors where the contractors are subject to ten percent (10%) withholding by the Grantee. Since funds are not withheld from advances, the amounts withheld from an invoice that follows an advance could exceed ten percent (10%). Upon substantial completion of the Project, the amounts withheld may be reduced by the SNC to not less than five percent (5%) of the unadvanced grant amount. The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed final Request for Payment in the form of Exhibit E; and (2) final inspection of the Project site(s) and approval of the completed Project by the SNC's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to 90% of the amount set forth in the Project Budget for design and administration. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by the person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the Project.

After a design and administration advance:

- a) The Grantee shall submit reports semi-annually showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Payment form will not be included.
- b) The Grantee shall submit preliminary and final draft plans and specifications to the SNC's project manager or designee for written comments and authorization to proceed to the next stage of plan and specification preparation.

After Grantee awards the contract(s) for the construction of the Project, but not more than thirty (30) days prior to the start of construction, Grantee may apply for an advance of fifty percent (50%) of the amount of the SNC's share of the construction contract(s) awarded plus fifty percent (50%) of additional eligible construction costs described in the SNC-approved final budget incurred by Grantee in the performance of this Agreement.

To request an advance of grant funds, Grantee shall submit the following items:

- a) A letter on Grantees' official letterhead identifying the amount of the advance being requested signed by a person authorized by Grantee to request such an advance; and
- b) The bid schedule of the contractor who was awarded the construction contract; and
- c) Grantee's notice of award of construction contract.

At least thirty (30) days after the request for a 50% construction advance, the Grantee may request, based upon a demonstrated need, a second construction advance for up to an additional forty percent (40%) of the amount of the SNC's share of the construction contract(s) awarded plus forty percent (40%) of other construction costs described in the SNC-approved final budget upon:

- a) Satisfactory completion of a substantial portion of the work for which the initial advance was made;
- b) Submittal of documentation (invoices, etc.) showing expenditure of a substantial portion of the initial advances; and

- c) Documentation that fully explains why an additional advance is necessary (such as a projected deficit in Grantee funds and lack of other funding to cover the deficit).

Except for a second construction advance, if Grantee receives an advance of grant funds, additional grant funds for construction shall not be disbursed until all advanced funds have been expended. Grantee's first request for payment after the advances shall document all expenditures of previously advanced grant funds. In the event any portion of the advanced funds is not needed to construct the improvements for which the funds have been advanced, these funds shall be returned by Grantee to the SNC on or before the date for completion of construction.

Upon completion of the Project or termination of this Agreement, but not later than the final date for completion of construction, Grantee shall return all unexpended grant funds which have been advanced.

The Grantee shall request payment not more often than monthly by filing with the SNC fully executed "Request for Payment" forms. Each Request for Payment form shall be accompanied by:

- (a) A cover letter on Grantee's official letterhead;
- (b) An itemized description of all work done for which payment is requested;
- (c) Documentation of the completion of the portion of the Project for which payment of grant funds is requested (such as design drawings, specifications, hydrologic calculations, site survey or inspection notes, etc.) and;
- (d) Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project funded under this Agreement.

If Grantee receives an advance of grant funds, the first request for payment after the advance shall document all expenses using previously advanced grant funds.

Failure to submit a completed Request for Payment form, with all necessary supporting documents, shall relieve the SNC of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

SNC will make best efforts to forward each complete and approved Request for Payment form to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the SNC.

#### 10. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the SNC's receipt of one or more original completed copies signed by the authorized representatives of both parties and the

SNC's accounting officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement.

The term of the Agreement shall run from the effective date through a period extending ten (10) years from the date of completion of construction of all Project improvements for each individual Project, unless otherwise terminated or amended as provided herein.

The Grantee agrees to complete construction of the Project by the completion date set forth in the Project Schedule ("the Completion Date"). For good cause shown, the Completion Date, as well as any dates set forth in the Project Schedule, may be extended by the Executive Officer upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of acquisition or construction of site improvements, as the case may be, for any discrete component of this project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the SNC, the Grantee agrees to take all reasonable measures to prevent further costs to the SNC under this Agreement, and the SNC shall be responsible for any reasonable and noncancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to design and construct the Project improvements in accordance with this Agreement, or if the purposes and objectives of the Project are not achieved because of Grantee's failure to fulfill another material term or obligation of this Agreement, Grantee shall repay to the SNC all amounts disbursed by the SNC hereunder, except amounts for Project improvements which have been installed and which continue to serve a useful function with regard to the original purpose of the project. The SNC may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Officer or designee does not approve such waiver, the matter shall be referred to the SNC's Board for its decision.

Following notice of intent to terminate, the SNC and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

#### 11. Operation and Maintenance

Except as otherwise prohibited by State law, the Grantee agrees to: (1) operate and maintain the Project site(s) in accordance with Exhibit J, the Long-Term Management Plan, to be mutually agreed upon by both parties in writing for the purpose of protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources throughout the term of the Agreement; and (2) assume all operation and maintenance costs of the Project. The operation and maintenance obligations assumed by Grantee hereunder shall be limited to those duties set forth and described in the Long-Term Management Plan, as agreed to by both parties. The SNC and the State shall not be liable for any cost of such operation and maintenance. Nothing in this Agreement shall prevent the Grantee from receiving additional grants for such purposes to the full extent of the law.

The Grantee may be excused from its obligations for operation and maintenance of the Project site(s) during the term of this Agreement only upon the written approval of the Executive Officer of the SNC for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild. The Executive Officer's decision to excuse Grantee for good cause shall not be unreasonably denied.

## 12. Liability

The Grantee shall be responsible for, indemnify, and save harmless the SNC and its members, officers, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence of the Project, except to the extent of, and in direct proportion to, the active negligence or the intentional wrongdoing of the SNC or its member(s), officer(s), agent(s) or employee(s), which arises other than from the omission by SNC to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the SNC to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged that Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the SNC's active negligence or the intentional wrongdoing of SNC, its member(s), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the SNC's share of fault.

SNC assumes no responsibility for assuring the safety of the Project improvements and the Project site(s). SNC's rights under this Agreement to review, inspect, or approve the Final Plans and Project improvements and/or its election to exercise or not to exercise those rights, shall not give rise to any warranty or representation that the Final Plans, Project improvements or the Project site(s) are free of defects and hazards.

### 13. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of Exhibit F attached hereto. In addition, Grantee shall make reasonable efforts to assure that the SNC and its members, officers and employees are included as additional insureds under the insurance required by said Exhibit F, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the SNC as soon as practical. In the event the contractor or third party is unable to name the SNC as an additional named insured, the Grantee shall so notify the SNC. Within five (5) working days thereafter, the SNC should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the SNC and the State of California, and their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. The SNC shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the SNC may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the SNC may reinstate such requirements if it determines there has been a change of circumstances.

### 14. Audits/Accounting/Records

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and payment of all project funds, including interest. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Interest on advanced funds shall be used for the purpose of the Project, as approved by the SNC. The Grantee shall promptly report to the SNC the application for or the receipt of any new funds for this Project from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State

funds, interest earned, and any matching funds by the Grantee and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the project must be preserved a minimum of three years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the SNC reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the Completion or termination of the Project. At any time, the SNC may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

#### 15. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

#### 16. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of SNC or the State of California.

17. Assignability

Without the written consent of the State, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

18. Drug-Free Workplace

Grantee agrees to maintain a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;
- c) Submitting a drug-free workplace certification form STD-21, Exhibit G; and
- d) Requiring that each employee engaged in the performance of the contract is given a copy of the certification.

19. Time of the Essence

Time is of the essence of this Agreement.

20. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

21. Project Coordinators

\_\_\_\_\_ (or such other person(s) as the Executive Officer may designate from time to time) is designated the SNC's Project Coordinator for this grant. The

Grantee representative with responsibility for administering this Agreement is \_\_\_\_\_, or successor.

## 22. SNC Approvals

All actions and approvals required to be taken by the SNC under this Agreement may be taken by the Executive Officer or designee.

## 23. Grantee Approvals

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the \_\_\_\_\_ or designee.

## 24. Resolution

The signature of the Executive Officer or other designated official of the SNC on this Agreement certifies that at its \_\_\_\_\_, meeting, the SNC approved a grant of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)** to the Grantee for the implementation of the Project described in the attached SNC Staff Recommendation (Exhibit A).

## 25. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

## 26. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

## 27. Waiver

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall *not* be construed as a waiver of any subsequent breach.

## 28. Entire Agreement

This Agreement, and the attached Exhibits, constitutes the entire contract between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.



## EXHIBIT C

### Estimated Project Schedule and Budget

Project Name: \_\_\_\_\_ Project

The significant dates for the project are as follows:

<b>Activity (Sample List)</b>	<b>Date</b>
Plans, Specifications, Engineer's Estimate, (and Permits) .....	_____
Bid Advertisement .....	_____
Bid Award .....	_____
Begin Construction .....	_____
End Construction .....	_____
Final Report/Record Drawings .....	_____
Annual Monitoring Report .....	_____
Irrigation and Plant Establishment .....	_____
Final Monitoring Report .....	_____

## PROJECT BUDGET

<b>Funds Received</b>	<b>Amount</b>
Source 1	\$
Source 2	\$
Source 3	\$
<hr/>	
Total Funding	\$
<b>Project Expenses</b>	<b>Amount</b>
Expense 1	\$
Expense 2	\$
Expense 3	\$
Contingency	\$
<hr/>	
Total Cost	\$

## EXHIBIT D

### List of Assurances (For Site Improvements)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with SNC regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of SNC funds for the Project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds and to finance and construct the proposed facilities; that, where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will ensure that all project improvements are designed to last for at least ten (10) years.
3. It has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the SNC and, when the Project(s) are completed, to assure the effective operation and maintenance of the facility for the purposes of the SNC grant.
4. It holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project. In the case where the Grantee is acquiring an interest in the property as a part of the project development, such title documentation shall be subject to the review of the Executive Officer of the SNC.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Officer of the SNC for consistency with the purposes of this grant.
6. It will permit the SNC's Project Coordinator and any other designated representatives to enter onto the Project sites for the purpose of conducting studies, evaluating the progress of the Project or inspecting the Project sites at reasonable times before, during and after the construction phase of the Project.
7. Except as otherwise provided by law, it will give the SNC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will ensure that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the SNC as follows: "Funding for this project has been provided in part by the Sierra Nevada Conservancy (SNC)."
9. It will cause work on the Project to be commenced within a reasonable time after receipt of notification from the SNC that funds have been approved and will carry the improvements to completion with reasonable diligence.
10. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons, businesses, farms or non-profit organizations.
11. It will comply with the applicable requirements of the California Environmental Quality Act.

**Exhibit E**  
**Sierra Nevada Conservancy**  
**REQUEST FOR PAYMENT**  
**Proposition 84 State Grant Programs**

***See instructions on reverse.***

1. PROJECT TITLE	2. AGREEMENT NUMBER
3. GRANTEE	
4. INVOICE NUMBER	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	

<b>6. PAYMENT INFORMATION</b> <i>(Round all figures to the nearest dollar)</i>	
a. Grant Amount	\$ _____
b. Funds Requested To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ _____

<b>7. SEND WARRANT TO:</b>	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
ATTENTION	TELEPHONE NUMBER

8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.

SIGNATURE OF AUTHORIZED PERSON	TITLE	DATE
--------------------------------	-------	------

<b>P FOR SIERRA NEVADA CONSERVANCY USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	DATE

(Front)(Excel)( Rev. 5/4/2005)

The following instructions are keyed to corresponding items on the Request for Payment Form:

1. **PROJECT TITLE** — The name assigned by the State to this project.
2. **AGREEMENT NUMBER** — The number assigned by the State to this project.
3. **GRANTEE** — Name as shown on the project agreement.
4. **INVOICE NUMBER** — Number of invoice accompanying request for payment. This will be filled in by the SNC.
5. **TYPE OF PAYMENT** — Check appropriate box.
6. **PAYMENT INFORMATION**
  - (a) **Grant Amount** — The total amount of State grant funds assigned to this project.
  - (b) **Funds Requested to Date** — Total amount already requested for this project.
  - (c) **Available** — (a. minus b.)
  - (d) **Amount of This Payment Request** — Amount that is being requested at this time.
  - (e) **Remaining Funds After This Payment** — (c. minus d.)
7. **SEND WARRANT TO** — Agency name, address, contact person, and phone number where check should be sent.
8. **SIGNATURE OF AUTHORIZED PERSON** — Must be an original signature by the authorized person in the application resolution.

(Back)

## EXHIBIT F

### Mandatory Insurance Provision

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a) That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
- b) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- c) That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide, at least 30 days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of the SNC, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The SNC will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

## EXHIBIT G


STATE OF CALIFORNIA

### DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

Contractor/Bidder Firm Name	Federal ID Number
By (Authorized Signature)	Date executed
	Telephone Number (include area code)
Printed Name and Title of Person signing	
Title	
Contractor/Bidder Firm's Mailing address	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or Grantee, from and after the "Date Executed" and until (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or Grantee and this state agency without requiring the contractor or Grantee to provide a new and individual certificate for each contract or grant. If the contractor or Grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or Grantee and this state agency.

## EXHIBIT I

### Eligible Project Costs for Planning and Site Improvement/Restoration Grants

The SNC will fund up to 100% of eligible project costs for planning and site improvements directly or substantially related to the protection or restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources. For all types of planning and site improvement/restoration grants, the maximum allowable amount for administrative costs directly related to the project is 15 percent.

The following types of planning costs are eligible for funding:

- work-plan preparation;
- completion of approved work-plan products;
- public meeting costs (excluding food and refreshments);
- project design, administration, and interagency coordination;
- preparation of preliminary plans, specifications and cost estimates;
- pre-acquisition activities related to the acquisition of interests in land;
- project evaluation and environmental documentation;
- preparation and processing of permit applications.

The SNC will fund all eligible project costs incurred after Board approval (consistent with the terms of the grant agreement) and SNC staff approval of the Grantee's workplan. Advance payments or reimbursement for expenses will not begin until SNC staff approval of the Grantee's workplan. The workplan will identify the specific work products (conceptual plans, environmental documents, surveys, etc.) to be developed during the planning process and their delivery dates. Written approval from the SNC is required for any major changes to the approved workplan.

The following types of costs are eligible for funding under the site improvement/restoration grants program:

- project administration and interagency coordination;
- preparation and processing of permit applications;
- preparation of contract documents including final plans, specifications and cost estimates;
- construction of erosion control and restoration measures and re-vegetation of disturbed areas;
- project inspection;
- measures to prevent or ameliorate current or anticipated adverse impacts to natural resources;

- measures to preserve and/or enhance agricultural, forest, rangeland, or other working landscapes;
- reduction of fuel hazards;
- control and elimination of invasive species;
- elimination, conversion, relocation, and/or rehabilitation of roads and trails;
- improvement of physical structures or facilities;
- improvement of natural recharge/storage of water;
- protection and enhancement of fish and wildlife habitat;
- final planning activities for acquisition of interests in land; and
- project evaluation and documentation.

SAMPLE

## EXHIBIT K

## STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

### PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
<b>2</b>	PAYEE'S LEGAL BUSINESS NAME (Type or Print) SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS MAILING ADDRESS BUSINESS ADDRESS CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE		
<b>3</b> <b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST  <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div>(SSN required by authority of California Revenue and Tax Code Section 18646)</div>		<div>CORPORATION:</div> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
<b>4</b> <b>PAYEE RESIDENCY STATUS</b>	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div><input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</div>		
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE SIGNATURE DATE TELEPHONE ( )		
<b>6</b>	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: ( ) _____ Fax: ( ) _____ E-mail Address: _____		

#### **IV. SNC Sample Planning Grant Contract**

The following sample contract applies to SOG Category 2 and Category 3 grants.

SAMPLE

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

SNC \_\_\_\_\_

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

SIERRA NEVADA CONSERVANCY

CONTRACTOR'S NAME

GRANTEE

2. The term of this \_\_\_\_\_ through \_\_\_\_\_  
Agreement is:

3. The maximum amount \$ \_\_\_\_\_  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work \_\_\_\_\_ page(s)

Exhibit B – Budget Detail and Payment Provisions \_\_\_\_\_ page(s)

SAMPLE

Exhibit C\* – General Terms and Conditions

GTC 307

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

\_ page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

None

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

SIERRA NEVADA CONSERVANCY

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

JIM BRANHAM, EXECUTIVE OFFICER

ADDRESS

11521 BLOCKER DRIVE, SUITE 205, AUBURN, CA 95603

California Department of General  
Services Use Only

☐ Exempt per: SCM 4.04 & 5.80

### 1. Scope of Agreement

The Sierra Nevada Conservancy (hereinafter "SNC") hereby grants to \_\_\_\_\_ a sum not to exceed \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_), subject to the terms and conditions set forth below. These funds shall be used for the \_\_\_\_\_ Project (hereinafter "the Project"), as further described in the SNC staff recommendation of the same date as the above resolution and attached hereto as Exhibit A.

The Grantee hereby agrees to complete the Project in accordance with:

- (i) the terms and conditions of this Agreement;
- (ii) the Planning Project Schedule and Budget as set forth in Exhibit C; and
- (iii) the Planning Project Workplan approved by the Executive Officer of the SNC ("the Executive Officer") pursuant to the paragraph titled "Planning Project Workplan" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project.

### 2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, SNC Staff Recommendation
- (b) Exhibit B containing the SNC Board resolution of \_\_\_\_\_;
- (c) Exhibit C, the Planning Project Schedule and Planning Project Budget;
- (d) Exhibit D, the Grantee's List of Assurances;
- (e) Exhibit E, Request for Payment Form;
- (f) Exhibit F, Mandatory Insurance Provision;
- (g) Exhibit G List of Eligible Project Costs; and
- (h) Exhibit H, Payee Data Record, STD-204.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following declining order: (1) SNC Resolution; (2) the body of the Agreement; (3) the Planning Project Workplan approved by the Executive Officer; (4) the Schedule and Budget; (5) the SNC staff recommendation; (6) List of Assurances; (7) List of Eligible Project Costs; (8) the Mandatory Insurance Provision; and (9) the model Request for Payment Form.

### 3. Planning Project Workplan

Within the time periods shown in the Project Schedule in Exhibit C, and prior to commencement of the Project and payment of funds, the Grantee shall submit for each individual project a detailed Planning Project Workplan ("the Workplan") to the Executive Officer or designee for review and written approval as to its consistency with the terms of this agreement. Said approval shall (a) be by way of a written determination that said items are consistent with this agreement, and (b) shall be a precondition of Grantee's entering into agreements with contractors/consultants or undertaking work where no contractors/consultants are to be hired. The Workplan shall include:

- a. The specific tasks to be performed and products to be produced include, but are not limited to: such items as topographic site maps, studies, draft construction plans, environmental documents, consultation with permitting and funding agencies, design alternatives, preliminary activities in preparation for future land acquisition projects (such as landowner contacts and the preparation of legal descriptions, maps, title reports and appraisals), line-item construction cost estimates, project monitoring plans, permits, budgets, schedules, organizational capacity-building plans, educational programs, research reports, outreach or educational publications, event plans and materials, etc.;
- b. A schedule for the project, specifically listing the completion date for each task/product and a final project completion date; and
- c. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources including the SNC's grant, and all other sources of funds, materials, or labor, if any, including in-kind contributions.

The Workplan may be modified without amendment of this agreement upon the Grantee's submission of a modified Workplan and the Executive Officer's written approval of it.

#### 4. Other Contractors

Grantee's scope of work for consultant service contracts should be submitted to the SNC's Project Coordinator for review and comment prior to the Grantee's negotiation with the Consultant. Nothing in the contract documents shall create any contractual relationship between any third party contractor and the SNC.

#### 5. Publicity and Acknowledgment

The Grantee agrees that it will acknowledge the SNC's support as follows: "Funding for this project has been provided in part by the Sierra Nevada Conservancy (SNC)," whenever projects funded in whole or in part by this agreement are publicized in any

news media, brochures, articles, other written materials, seminars or other types of promotional material.

#### 6. Copies of Data, Plans and Specifications

All written, visual, electronic, and other materials or work products created as part of this Project shall become the property of the SNC. The SNC shall have the full right to use said projects in any manner that it sees fit without any claim for additional compensation on the part of the Grantee, its vendors, or subcontractors.

#### 7. Conditions Precedent to Commencement of Project and/or Payment of Funds

In addition to any other conditions contained hereinabove, Grantee shall not commence the Project and the SNC shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

- a. A resolution has been adopted by the governing board, e.g. Board of Directors/City Council/Board of Supervisors/etc., of the Grantee authorizing the execution of this agreement and approving its terms and conditions.
- b. The Executive Officer has approved in writing:
  - i. the Workplan for the Project; and
  - ii. that Grantee has complied with the requirements set forth in the paragraph titled "Insurance," below.

#### 8. Project Completion

The Grantee shall complete the project by the completion date provided in the section titled, "TERM OF AGREEMENT." Upon completion of the Project, the Grantee shall supply the SNC with evidence of completion by submitting: (1) the Workplan and any other work products specified in the Workplan for the Project; (2) the Final Report and (3) a fully executed final "Request for Payment" form. Within thirty (30) days of Grantee's compliance with this paragraph, the SNC shall determine whether a project has been satisfactorily completed. If the SNC determines that a project has been satisfactorily completed, the SNC shall issue to the Grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter of acceptance.

#### 9. Progress Reports and Final Report

Progress reports shall be submitted semi-annually (at six months and 12 months following approval of grant contract).

Each progress report shall include but not be limited to:

- a. a summary of work completed during reporting period;
- b. draft products, reports or interim findings, including a statement of tasks or milestones and a report of the status on each, including public and agency meetings and other partnerships and the results of such meetings and/or partnerships;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;
- d. an assessment of the progress of both process steps and deliverables or outcomes as compared to the timeline in the Project Schedule;
- e. a narrative financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved project budget, including an explanation of any potential deviations; and
- f. copies of any other relevant materials produced under the terms of this agreement.

The Grantee shall submit a final report as defined in the Workplan on or before the date listed in the project schedule.

The Final Report shall include but not be limited to:

- a. a brief summary of the objectives of the project and how, as well as the degree to which, these objectives were accomplished;
- b. a discussion of how the grant funds were used and any fiscal contributions from other sources;
- c. any findings or conclusions related to the project and recommendations for follow-up or ongoing activities that might result from successful completion of the project;
- d. a statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding;
- e. copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and

- f. the work products identified in the Workplan, including summaries of the public and agency meetings conducted for the project.

A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

#### 10. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the individual Project Budget submitted with the Workplan approved by the SNC for each individual project. The dollar amount of an item in a Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items without approval by the Executive Officer or designee; however, the Grantee shall notify the SNC in writing at the time of making any such reallocation and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Officer or designee. The total amount of the grant may not be increased except by formal amendment of this Agreement.

#### 11. Costs and Disbursements

Upon determination by the SNC that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the SNC shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

- With the exception of advances of grant funds as provided for below, payments of grant funds shall be made on the basis of costs incurred, less ten percent (10%) to be withheld from all invoiced amounts (including amounts previously advanced) other than amounts actually paid to Grantee's subcontractors where the contractors are subject to ten percent (10%) withholding by the Grantee.
- The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed final Request for Payment in the form of Exhibit E; and (2) final approval of the completed Project by the SNC's designated representative(s).
- Upon SNC approval of the Workplan, Grantee may request an advance of up to 50% of the amount set forth in the Project Budget. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by a person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the project.

After an advance:

(a) The Grantee shall submit reports at least semi-annually (at six months and 12 months following approval of advance) showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Payment form will not be included.

(b) The Grantee shall submit all work products to the SNC's project manager or designee for written comments and authorization to proceed to the next stage of planning.

If Grantee receives an advance of grant funds, additional grant funds shall not be disbursed until all advanced funds have been expended. Interest on advanced funds shall be used for the purpose of the Project, as approved by the SNC. Grantee's first request for payment after the advances shall document all expenditures of previously advanced grant funds. In the event any portion of the advanced funds is not needed, these funds shall be returned by Grantee to the SNC on or before the date for completion of the project.

The Grantee shall request payment by filing with the SNC a fully executed "Request for Payment" form. Each Request for Payment form shall be accompanied by: a cover letter on Grantee's official letterhead; an itemized description of all work done for which payment is requested; any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project funded under this Agreement; and documentation of the completion of the portion of the Project for which payment of grant funds is requested.

Failure to submit a completed Request for Payment form, with all necessary supporting documents, shall relieve the SNC of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

SNC will make best efforts to forward each completed and approved Request for Payment form to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the SNC.

## 12. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the SNC's receipt of one or more original completed copies signed by the authorized representatives of both parties and the SNC's accounting officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from the effective date through \_\_\_\_\_ (the "termination date") unless otherwise terminated or amended as provided herein.

All work shall be completed by the completion date shown in the Project Schedule ("the Completion date"). The Grantee agrees to submit all work products identified in the

Workplan by the date set forth in the project schedule for each individual project by the Completion Date. For good cause shown, the Completion Date, as well as any other dates set forth in the Project Schedule, may be extended by the Executive Officer upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of a project, for any discrete component of a project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the SNC, the Grantee agrees to take all reasonable measures to prevent further costs to the SNC under this Agreement, and the SNC shall be responsible for any reasonable and noncancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement, or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the SNC all amounts disbursed by the SNC hereunder. The SNC may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Officer or designee does not approve such waiver, the matter shall be referred to the SNC's Board for its decision.

Following notice of intent to terminate, the SNC and the Grantee shall enter into a written termination agreement establishing the effective date for termination of an individual Project or Projects, as the case may be, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

### 13. Liability

The Grantee shall be responsible for, indemnify and save harmless the SNC, its officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for active negligence of the SNC, its officers, agents or employees. The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the SNC to the Grantee and is not an "agreement" as

that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged that Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the SNC's active negligence or the intentional wrongdoing of SNC, its member(s), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the SNC's share of fault.

#### 14. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies or political subdivisions of the State of California for implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of Exhibit F attached hereto. In addition, Grantee shall make reasonable efforts to assure that SNC and its members, officers and employees, are included as additional insureds under the insurance required by Exhibit F, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the SNC as soon as practical. In the event the contractor or third party is unable to name the SNC as an additional named insured, the Grantee shall so notify the SNC. Within five (5) working days thereafter, the SNC should notify the Grantee whether the Grantee shall proceed with the Project or portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the SNC and the State of California, and their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. SNC shall also be provided with notice of any proposed cancellation of insurance.

#### 15. Audits/Accounting/Records

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the Project.

The Grantee shall establish separate accounting records for receipt, deposit, and payment of all project funds, including interest. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Interest on advanced funds shall be used for the

purpose of the Project, as approved by the SNC. The Grantee shall promptly report to the SNC the application for or the receipt of any new funds for this Project from other funding sources.

The grantee shall maintain books, records documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the project must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the SNC reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the Completion or termination of the Project. At any time, the SNC may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

#### 16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This

nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

#### 17. Independent Status of Grantee and Grantor

The Grantee, its agents and employees, and the Grantor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the respective parties.

#### 18. Assignability

Without the written consent of the SNC or its successors, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

#### 19. Drug-Free Workplace

Grantee agrees to maintain a drug-free workplace in accordance with Government Code Section 8355 et seq. by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of a drug work place certification.

#### 20. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Project. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified dates.

#### 21. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and

no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

## 22. Project Coordinators

\_\_\_\_\_ (or such other person(s) as the Executive Officer may designate from time to time) is designated the SNC's Project Coordinator for this grant. The Grantee officer, or employee with responsibility for administering this agreement, is \_\_\_\_\_ or successor.

## 23. SNC Approvals

All actions and approvals required to be taken by the SNC under this Agreement may be taken by the Executive Officer or designee.

## 24. Grantee Approvals

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the \_\_\_\_\_ or designee.

## 25. Resolution

The signature of the Executive Officer or other authorized SNC official on this Agreement certifies that at its \_\_\_\_\_ meeting, the SNC approved a grant of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) to the Grantee for the planning of the Project described in the attached SNC Staff Recommendation (Exhibit A).

## 26. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

## 27. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

## 28. Waiver

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall *not* be construed as a waiver of any subsequent breach.

29. Entire Agreement

This Agreement, and the attached Exhibits, constitutes the entire contract between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

## EXHIBIT C

### Project Schedule and Budget

GRANTEE NAME

**Project:** \_\_\_\_\_ **Planning Grant**

#### **Project Schedule**

<b>Activity (Sample List)</b>	<b>Date</b>
Finalize SNC Grant Agreement .....	
RFP for Engineering/Planning Consultant .....	
Select Consultant .....	
Planning Process.....	
Site Improvement/Restoration Grant Application .....	
Environmental Documentation and Permitting.....	
Design .....	
Begin Construction .....	
End Construction .....	

#### **Project Budget**

<b>Activity (Sample)</b>	<b>Amount</b>
Design and Administration .....	\$

## EXHIBIT D

### List of Assurances (For Planning Work)

By entering into the foregoing Agreement, the applicant assures and certifies that it will comply with SNC regulations, policies, guidelines, conditions, and requirements in existence on the effective date of this Agreement, as they relate to the acceptance and use of SNC funds for the Project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds; that, where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Except as otherwise provided by law, it will give the SNC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
3. It will ensure that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from this project shall acknowledge the assistance of the SNC as follows: "Funding for this project has been provided in part by the Sierra Nevada Conservancy (SNC)."
4. It will cause planning work on the Project to be commenced within a reasonable time after receipt of notification from the SNC and will complete the work with reasonable diligence.
5. It will comply with the applicable requirements of the California Environmental Quality Act.

## EXHIBIT F

### Mandatory Insurance Provision

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety, that:

- a. the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State;
- b. the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned;
- c. the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of the SNC, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The SNC will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

## EXHIBIT G

### Eligible Project Costs for Planning Grants

The SNC will fund up to 100% of eligible project costs for the planning of projects directly or substantially related to the protection or restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources.

The following types of costs are eligible for funding under the Category 2 and 3 Strategic Opportunity Grants (SOGs) program:

- workplan preparation;
- completion of approved workplan products;
- public meeting costs (excluding food and refreshments);
- project design, administration, and interagency coordination;
- preparation of preliminary plans, specifications and cost estimates;
- pre-acquisition activities related to the acquisition of interests in land;
- project evaluation and environmental documentation;
- preparation and processing of permit applications;
- implementation of projects that are not directly related to acquisition or site improvement/restoration (could include capacity-building, educational efforts, research, publications, or events); and
- procurement of equipment necessary to ensure protection of water, watershed qualities, and related landscapes.

For both types of grants, the maximum allowable amount for administrative costs directly related to the project is fifteen percent (15%).

## EXHIBIT H

## STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

## PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)  <hr/> <div style="display: flex; justify-content: space-between;"> <span>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</span> <span>E-MAIL ADDRESS</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>MAILING ADDRESS</span> <span>BUSINESS ADDRESS</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>CITY, STATE, ZIP CODE</span> <span>CITY, STATE, ZIP CODE</span> </div>		
3  PAYEE ENTITY TYPE  CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div style="border-bottom: 1px solid black; width: 100px; margin-left: 10px;"></div> <div style="margin-top: 10px;"> <input type="checkbox"/> PARTNERSHIP                      CORPORATION:              <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> ESTATE OR TRUST                  <input type="checkbox"/> LEGAL (e.g., attorney services)              <input type="checkbox"/> EXEMPT (nonprofit)              <input type="checkbox"/> ALL OTHERS         </div> <hr/> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div style="border-bottom: 1px solid black; width: 100px; margin-left: 10px;"></div> <p style="font-size: small; text-align: right;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
4  PAYEE RESIDENCY STATUS	<div style="margin-bottom: 10px;"><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.           <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.           </div> </div>		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.  <hr/> <div style="display: flex; justify-content: space-between;"> <span>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</span> <span>TITLE</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>SIGNATURE</span> <span>DATE</span> <span>TELEPHONE</span> </div> <hr/>		
6	Please return completed form to:  Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

